

**AGREEMENT BETWEEN**

**MEDFORD TOWNSHIP BOARD OF EDUCATION  
BURLINGTON COUNTY, NEW JERSEY**

**And**

**MEDFORD EDUCATION ASSOCIATION**

**2008-2011**

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## PREAMBLE

This AGREEMENT is entered into this 1<sup>st</sup> day of July, 2008 by and between the BOARD OF EDUCATION OF MEDFORD TOWNSHIP, NEW JERSEY, hereinafter called the "Board", and the MEDFORD EDUCATION ASSOCIATION, hereinafter called the "Association".

## ARTICLE I

### BOARD'S FUNCTION

- A. Except as limited by the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certified personnel under contract and on leave, including:

- Assistants
- Bookkeeper
- Custodians
- Guidance Personnel
- Learning Disability Teacher Consultants
- Media Specialists
- Nurses
- Psychologists
- Remedial Teachers
- Secretaries
- Social Workers
- Special Subject Area Teachers
- Supplemental Teachers
- Teachers
- Transportation - Drivers and Mechanics

but excluding:

Assistant Superintendent  
Directors  
Curriculum Coordinators/Supervisor  
Network Engineer  
Medical Examiners  
Assistant Principal/Principals  
Administrative Assistant to Superintendent for Personnel  
Secretary to the Assistant Superintendent of Schools/Board Secretary  
Administrative Assistant to the Superintendent of Schools  
Head Mechanic  
Substitute Teachers  
Superintendent  
Other personnel not specifically stated in the inclusions above

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

### ARTICLE III

#### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123 Public Laws of 1974, in good faith. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- B. At no time during the course of this agreement shall either side attempt to influence who shall represent the other side in the negotiations process. Any attempt by the other party to influence the election of representatives or the working process of negotiations shall constitute a violation of this article.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE IV

#### RIGHTS OF THE PARTIES

- A. Rights to Organize:

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that employees shall be protected in the exercise of the right, freely and without fear of penalty or reprisal from person or persons, group or groups to join, form, and assist any employee organization in a legal matter, grievance procedures and negotiations or to refrain from any such activity.

B. Criticism

Constructive criticism of the schools is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the educational program. Any criticism by a supervisor, administrator, or Board member of a teacher's instructional methodology or any question or criticism by a teacher or Association representative of a supervisor, administrator or Board member of his instructional philosophy or method of administration or supervision shall be made in confidence and not in the presence of students, parents, named teacher(s), or at public gatherings insofar as such is legally possible. In the case of educational support personnel, the same standard shall apply to their performance of duty.

- C. Nothing contained herein shall be construed to deny or restrict any employee or the Board such rights as each may have under New Jersey School Laws or other applicable laws and regulations.
- D. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. 1. No employee recognized by this agreement shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. A formal written reprimand, which is intended to be utilized as a disciplinary action, is included with the term 'disciplined' as used in this paragraph. No tenured employee shall be discharged without just cause. Any such action asserted by the Board, or any agency or representative thereof, shall be subject to the grievance procedure, except that the issue of a tenured employee's discharge shall be subject to the procedures set forth in New Jersey Statutes, Title 18A only.
2. Any reduction in force for the assistants and custodial staff will be based strictly on seniority by job title. Any reduction in force for the clerical/secretarial staff tenured in their positions will be based strictly on seniority by job title.
- F. The teacher shall maintain the right to determine grades within the grading policy of the Medford Township School District based upon his professional judgment of objective data and of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grades shall be changed without prior consultation and agreement between the building principal and the teacher and if such agreement cannot be reached, the matter shall be referred to the Superintendent for final determination.
- G. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The association is extended the privilege of having available to it such Board of Education information as is available to the public at large at such times as it is made public.

- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences relating to negotiations or grievances, or meeting, relating to negotiations or grievances, he or she shall suffer no loss in pay and/or benefits.
- C. The Association is granted the privilege of using school buildings for Association business, provided application for such use is made according to Board of Education policy and no costs shall accrue to the Board of Education as a result of such use and further provided that the building and facility within the building has not been previously scheduled.
- D. The Association is granted the privilege of using for Association business, Board of Education equipment that is normally found in a school office and provided the item of equipment is not otherwise in use. The Association is further granted the privilege of using Technology equipment for Association business provided the item is not otherwise in use. All requests for use of equipment identified in these paragraphs shall be made to the respective building principal who will not deny the request on other than reasonable grounds. In the event a cost accrues to the Board of Education as a result of use by the Association, the Association shall pay an equitable portion of the cost.
- E. The Association shall be permitted to hold 8 building level meetings per school year when children are not present in school. This will be arranged with the building principal.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance shall mean a claim by a grievant that a loss or injury has been incurred as a result of the misinterpretation or misapplication of the terms of this Agreement, and shall be subject to binding arbitration. A claim by a grievant that a loss or injury has occurred as a result of the misinterpretation or misapplication of an existing Board rule, policy, practice or administrative decision as these affect terms and conditions of employment shall be subject to advisory arbitration.

- B. A grievance to be considered under this procedure must be initiated by the employee or group of employees within forty-five (45) working days from the time the grievant knew or should reasonably have known.
- C. An aggrieved person is the person or persons making the claim.
- D. The Association shall be advised within two (2) working days that a grievance has been filed with the Superintendent by an individual or group of employees and shall further be provided with the Superintendent's response to the grievance.

#### E. LEVEL ONE

Any employee who decides either alone or with the assistance of the Association that he has a grievance shall discuss it with his immediate superior or principal in an attempt to resolve the matter informally at that level. All grievances that involve salary, monetary compensation or the Superintendent's administrative decisions may begin at level three of the grievance procedure.

#### F. LEVEL TWO

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) working days of such discussion, the employee shall set forth his grievance in writing to his principal or other immediate superior, specifying:

- a. The nature of the grievance and date occurred.
- b. The results of the previous discussions.
- c. His dissatisfaction with decisions previously rendered.
- d. Relief sought.

The principal or immediate superior shall communicate his/her decision, to the aggrieved and his/her representative, in writing within seven (7) working days of receipt of the written grievance.

#### G. LEVEL THREE

The employee, no later than seven (7) working days after receipt of the principal's or immediate superior's decision, may appeal the principal's or immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate superior as specified above the employee's dissatisfaction with decisions previously rendered. The aggrieved party or his/her representative may request a meeting at this Level at which he/she may present his/her reasons in support of his/her grievance. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) working days, the Superintendent shall communicate his decision in writing to the employee, the principal or immediate superior, and the Association.

#### H. LEVEL FOUR

If the grievant is dissatisfied with the decision of the Superintendent, he or she, no later than seven (7) working days after receipt of the Superintendent's decision, may request a review by the Board of Education's Employee Relations Committee.

The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty (30) working days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

#### I. LEVEL FIVE - Arbitration:

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a violation of this Agreement between the Board of Education and the Association, the employee or Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than fifteen (15) working days after the decision, in writing, of the Board of Education. The request for arbitration can be honored only if the grievant or grievants and the Association representing them waive the right if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.

- a. A joint request shall be made to PERC, to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request PERC to submit a second list.
- c. If the parties are unable to agree, within ten (10) working days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator. The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory, except for claims arising from a misinterpretation or misapplication of the terms of this agreement where such recommendation shall be binding on both parties. Only the Board, the employee and his representative, and the Association shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) working days of the completion of the arbitration hearings.

#### J. COST OF ARBITRATION:

Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally. Whenever, by mutual agreement of the parties, any representative of the Association or any teacher participates in grievance proceedings during working hours, he shall suffer no loss in pay.

Forms to be used in the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

### ARTICLE VII

#### EMPLOYEES WORKING YEAR AND HOURS

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "Clock in or clock out". Teachers shall indicate their presence for duty placing a check mark in the appropriate column of the faculty "sign-in, sign-out roster". Assistants and secretaries shall follow the same procedures.
- B. On Fridays or on days preceding holidays, the teachers day shall end at the close of the pupils day, except for those teachers required for special duty. Assistants shall follow the same procedures.
- C.
  1. The teachers work day shall not exceed seven (7) hours and fifteen (15) minutes.
  2. Pupil instructional day shall be 6 hours and 15 minutes.
  3. The teacher work day shall include 6 hours and 15 minutes of pupil instruction less lunch and prep.



4. Elementary schools on the late opening schedule are to receive 40 minutes of compensatory time in the morning(s).

D. Notice and Agenda:

The notice for any meeting shall be given to the teachers involved as early as feasible prior to the meeting. Teachers shall have the opportunity to suggest items for faculty meeting agendas.

- E. 1. Teachers shall have a daily duty-free lunch period of at least forty (40) minutes in length. Teachers may leave the building without requesting permission during the scheduled duty-free lunch periods, but are required to notify the Main Office when they are leaving the building. Failure of a teacher to be at the assigned duty and/or teaching station immediately following the duty-free lunch may constitute grounds for disciplinary action. Special Education Assistants shall be entitled to the same lunch period as teachers. All part time employees (less than 29.5 hours/week that work a minimum of five hours per day may be entitled to a thirty (30) minute duty free, unpaid lunch period/break.
  2. Preparation Periods for Teachers - Teachers shall have five preparation periods per week of no less than 30 minutes. Administrative meetings, team meetings, parent conferences and similar professional activities will continue to be legitimate uses of this time. If a teacher is required to teach another class compensatory time shall be provided at a mutually agreed time.
  3. Principals at each of the schools will avoid scheduling meetings during prep periods on Fridays, except for emergency or urgent school matters demanding immediate attention. Elementary school teachers will receive prep periods during guidance and library when students are receiving instruction.
- F. 1. The in-school work year for teachers covered by this Agreement shall not exceed 185 days for 2008-2011 except for new personnel who may be required to attend additional orientation days. Through the duration of this agreement, one (1) Flexible Teacher Day (7 Hours) will be added to the teacher work year (186 days). The teacher day may be utilized to accrue professional development hours toward the state mandated 100 hour requirement. It is intended to support articulation, curriculum development and/or professional development in an individual or group setting.

All teacher hours for the 186<sup>th</sup> day must be:

- pre-approved by the building principal or provided by a recognized state professional development provider or approved for tuition reimbursement
  - accrued in hourly increments
  - accrued outside of the paid teacher workday (may be accrued on weekends)
  - is subject to all existing Contract/Policy provisions in effect
  - accrued by May 15<sup>th</sup> of each year unless otherwise approved by the building administrator. Teachers not accruing the seven (7) total hours by May 15<sup>th</sup> will be required to attend a full day (7 hours) staff development program provided by the district immediately following the teacher record day
2. The in-school work year for assistants covered by this Agreement shall not exceed 180 days. If assistants are required to come in for additional days, they shall be paid a prorated amount for such additional days.

3. All custodial staff shall be entitled to paid holidays as listed below. In the event schools are in session on a listed holiday, the employee shall be entitled to a day in lieu of which shall be scheduled with the employee's supervisor.

Columbus Day  
Veterans' Day  
Thanksgiving Day and Day After  
Christmas Day and One Day  
New Year's Day and One Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day  
\*Fourth of July  
\*Labor Day

\*applicable to twelve month employees only

Granting of any holiday in addition to the official days listed previously, or substitution of any other holiday for those listed shall be done only with proper prior approval of the Board of Education.

In the event the schools are scheduled to be closed for observance of a non-listed religious holiday, then that day shall be considered as an additional paid holiday.

- G. In the event that regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. If a teacher, or teachers, volunteer for or are assigned an additional class (classes) for an entire day due to a lack of substitutes, that teacher (teachers) will share \$100 for the day for coverage provided in addition to the regularly scheduled assignments for that day.
- H. All full-time secretaries (12 months) shall work eight hours per day including 60 minutes uninterrupted lunch hour. Hours to be set by the Board of Education. If a secretary, because of work responsibilities, is not able to take the allowed 60 minutes lunch break, the secretary's work day shall end 60 minutes earlier. Summer work hours for secretaries shall be seven (7) hours per day inclusive of a sixty (60) minute lunch beginning the day after the last teacher day in June and ending the first teacher day in September.
- I. On Fridays, secretaries shall be excused from duty fifteen (15) minutes prior to their normal contracted time, with no loss of pay. However, principals may request, due to extenuating circumstances, that the secretary remain for the duration of their contracted time. Under this circumstance, a secretary would be provided with compensation time on a mutually agreed upon day/time. On days prior to holidays, secretaries shall be excused from duty thirty (30) minutes prior to their normal quitting time, with no loss of pay.

- J. Secretaries' overtime is defined to mean any directed time spent at one's regular or assigned duties either before or after regular daily work hours or on days other than those in the regular work week or regular year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor. Overtime work shall be rounded to the nearest one-half hour. Overtime may be taken as compensatory leave at such times as shall be approved by the employee's immediate supervisor or in wages based in either case on "time plus one-half".

The regular work year for twelve month secretaries shall be:

- (a) All days contained in the teachers' work year; and
- (b) All weekdays in June and September when school is closed to both students and teachers (except Labor Day), including all week days in July and August with the except of the Fourth of July.

The secretaries' regular work week shall be as is set forth in Article VII, Subsection H.

Secretaries' "hourly rate" shall be determined first by calculating per diem rate as is set forth in Article XXVI and then dividing the per diem rate by 8 in accordance with the eight hour work day requirement set forth in Article VII (H).

"Time and one-half" shall be defined as each secretary's hourly rate (as defined above) multiplied by a factor of 1.5.

In the event that a secretary works on a holiday as defined by the school calendar, or on a day when schools are closed to both students and teachers, then that secretary shall be entitled to be compensated at the rate of "time and one-half" for such services. The "time and one-half" rate shall be paid notwithstanding the fact that the secretary's base rate of pay includes payment for the holiday set forth on the school calendar.

Provided however, if a secretary initiates a request to work hours either before or after the regular work day, or on a day when school is closed to both students and teachers in exchange for time off at some future date, and if this request is granted by the school administration, then the secretary so requesting the time off shall be compensated at her normal hourly rate (instead of time and one-half) for the time actually worked and the secretary shall be entitled to the requested time off. All requests for "comp time" in accordance with this paragraph shall be made by the secretary to the Superintendent, in writing.

- K. Support Staff who work in excess of 40 hours per week shall be compensated at the rate of time and one-half.

In the event that a support staff employee works on a holiday as defined by the school calendar then that person shall be entitled to be compensated at the rate of "time and one-half" for such services. The "time and one-half" rate shall be paid notwithstanding the fact that the support staff employee's base rate of pay includes payment for the holiday set forth on the school calendar.

Provided however, if a support staff employee or supervisor initiates a request to work during a holiday in exchange for time off at some future date, and the parties agree, then the employee shall be compensated at the normal hourly rate (instead of time and one-half) for the time actually worked and the employee shall be entitled to the requested time off.

Custodians and mechanics who work on Saturday shall be compensated at the rate of time and one-half. Support staff who work on Sundays shall be compensated at double time.

- L. Assistants and supplementary teachers may work up to twenty-nine and one half (29.5) hours with no provision for health benefits. Those employees, e.g. assistants and bus drivers currently receiving benefits will not be affected by this provision and will not be reduced in hours and/or benefits.

## ARTICLE VIII

### TEACHER ASSIGNMENT

#### A. ASSIGNMENTS:

##### 1. Notification:

Teachers will be given written notice of their salary, tentative grade and/or subject assignment for the forthcoming contract year as soon as feasible by the Administration, but in no event later than the first week in June.

##### 2. Revisions:

In the event that changes in such schedules, grade and/or subject assignments, and/or building assignments are made after the initial notification, the teachers affected shall be notified of such changes in writing within fifteen (15) calendar days by certified mail to the last known address of the teacher.

#### B. EXPENSES:

##### 1. Reimbursement:

Employees who are authorized in writing to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate per mile for all authorized driving done after arrival at the first location at the beginning of their workday. If a higher rate is established by the School Board during this contract period, then such higher rate shall prevail.

## ARTICLE IX

### TEACHER EVALUATION

#### A. GENERAL

##### 1. Open Evaluation:

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

##### 2. Copies of Evaluation:

A teacher shall be given a copy of all evaluation reports prepared by his/her evaluators within ten (10) school days. No teacher shall be required to sign a blank evaluation form. The teacher evaluated shall be permitted to attach commentary to this evaluation prior to the time it is filed. Such response will be filed with the evaluation.

3. Teacher evaluations which are to be filed in the teacher's Central Office Personnel File shall be signed and prepared by a person certified to supervise instruction by the New Jersey State Board of Examiners.

**B. EVALUATION PROCEDURE:**

**1. Reports:**

Evaluation reports shall be presented to each teacher by his/her immediate superior in accordance with the following procedures:

- a. Such reports shall be addressed to the teacher.
- b. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the teacher as evidenced during the period since the previous report.
  - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
  - (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, and a specific time frame in which these weaknesses will be improved.
  - (4) Improvements noted since the previous evaluation.

**C. CLERK/SECRETARIES EVALUATIONS:**

1. All monitoring and observation of the work performance of all members of the Association shall be conducted openly and with full knowledge of the member.
2. Each member shall be evaluated once per year. New employees shall not be evaluated until after 60 days on the job.
3. The evaluation and follow-up conference will be conducted by the building supervisor or the member's immediate supervisor.
4. The original copy of the evaluation shall be given to the member, with copies to the principal and superintendent.
5. The evaluation of job performance shall be based on the job description. The report will be filed in the member's personnel file.

## ARTICLE X

### FAIR DISMISSAL PROCEDURE

#### A. CONTRACT RENEWAL:

On or before April 30 of each year, the Board shall give to each nontenured teacher, continuously employed since the preceding September 30, either:

1. A written offer of a contract for employment for the next succeeding year; or
2. A written notice that such employment shall not be offered.

#### B. REQUEST FOR REASONS

Any nontenure teacher who receives a notice of nonemployment may within ten (10) calendar days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statement shall be given to the teacher in writing within ten (10) calendar days after receipt of such request.

#### C. INFORMAL/PRIVATE HEARING WITH BOARD:

Any nontenure full-time teacher shall be entitled to an informal hearing before the Board subsequent to the meeting with the Superintendent, provided a written request for the informal hearing is received by the Secretary of the Board within ten (10) calendar days after the meeting with the Superintendent, accompanied by a written statement of the teacher's reasons why the Board should reconsider its determination not to offer reemployment to the teacher.

The Board will schedule a private, informal hearing within thirty (30) calendar days of receipt of the request by its Secretary.

The informal appearance before the Board is not an adversarial proceeding; it will be private; the teacher may be represented by counsel or an individual of his own choice before the board and may present witnesses; witnesses need not present testimony under oath and will not be subject to cross-examination; witnesses will be called individually and excused after making their statements.

#### D. BOARD DETERMINATION

The Board shall issue its written determination as to the employment or nonemployment of said nontenure full-time teacher for the next succeeding school year within ten (10) calendar days after the completion of the informal hearing.

The determination of the Board of Education is final and shall not be grievable.

- E. Certified staff member who intends to resign their position prior to the opening date of school will submit, in writing, to the Superintendent their intent to resign their position at least 30 days prior to the opening date of school.

## ARTICLE XI

### COMPLAINT PROCEDURE

#### A. PROCEDURAL REQUIREMENT

Complaints made to a member of the administration by any parent, student or other person which does adversely influence the evaluation of an employee will be regarded with concern by the Administration then and in that event, the principal or immediate supervisor shall meet with the employee to appraise the employee of the full nature of the complaint and an attempt shall be made to correct and/or resolve the matter immediately.

- B. In the event a complaint is unresolved to the satisfaction of all parties after a conference between the employee, principal and/or immediate supervisor, the employee or complainant may request a conference with the parties involved to resolve the complaint.

## ARTICLE XII

### TRANSFERS AND REASSIGNMENTS

#### A. NOTIFICATION OF VACANCIES

1. Filing Requests: Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than March 1.
2. Date: No later than April 1 of each school year the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
3. Posting: As soon as practicable, and no later than June 1, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

#### B. ASSIGNMENT

1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Superintendent. No such request shall be denied without consideration. Upon disposition of the request the Superintendent shall notify the applicant in writing of the reasons for the decision.
2. Prior to a final decision on any involuntary transfer or reassignment, a meeting shall be held between the teacher involved and the superintendent, or the superintendent's designee, to discuss the possibility of that action, the reasons therefore, and to allow teacher comment.

3. Transfers between worksites will be conducted in accordance with the amendments to the PERC Law, Chapter 269, P.L. of 1989.

#### C. SECRETARY/CLERK TRANSFERS

1. If the Board desires to transfer or reassign a member of the bargaining unit, it shall first seek a qualified volunteer. If the Board, in its sole discretion, deems the volunteer qualified, it shall transfer or reassign that employee to the new position. If the said employee is not deemed qualified by the Board, the Board may transfer or reassign a qualified employee of its choice.
2. Notice of involuntary transfer or assignment shall contain qualifications required for the position, and shall be given to the employee and the Association as soon as practicable, and except in cases of emergency, with not less than a thirty (30) day notice.

### ARTICLE XIII

#### TEST GRADING

- A. If a classroom teacher is directed by an administrator to hand score standardized tests beyond the individual's regular work day, the teacher will be paid at the professional rate of pay.

### ARTICLE XIV

#### SICK LEAVE

##### A. DOCTOR'S CERTIFICATE

If an employee is absent on sick leave for three (3) consecutive work days or more, or on the day before and after a day(s) school is not in session, a doctor's certificate shall be required. For teachers a deduction of 1/200th of an employee's annual salary shall be made for each day of unexcused absence if a doctor's certification is not furnished. Three (3) consecutive days or more of absences certified by a physician as related to the employee's confinement and subsequent delivery of the child will be construed as maternity/childrearing leave and are subject to the provisions of Article XVI, Section B, 4. h. Secretaries see Article XXVII for deductions.

- B. 1. Ten month employees shall be entitled to ten (10) sick leave days each school year. All twelve (12) month employees shall be entitled to (12) days of paid sick leave in each work year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Any employee who does not use sick leave, the Family Illness Day, incidental days without pay, and/or workers compensation days during the duration of the contract shall be paid \$250.00 by the Board of Education on August 15th. Employees working less than 29.5 hours per week must work five days per week in order to be eligible for Perfect Attendance.



- C. A teacher shall receive the difference between 1/200th of his annual salary and the daily substitute rate for a period of fifteen (15) additional school days in the aggregate on the following conditions:
1. That the teacher has exhausted all accumulated sick leave days accumulated as of September 1 of the school year;
  2. Said payment shall commence only after five (5) consecutive school days of sickness have occurred, including the exhausted accumulated sick leave days, if applicable, and
  3. This additional sick leave provision is not accumulative.
- D. No other temporary leave of absence will be allowed during an employee's sick leave. However, all other temporary leaves of absence may occur, as needed, before or after a period of sick leave, provided the employee otherwise qualified for such leave.
- E. 1. Upon retirement from the District, and actual commencement of the payment of a pension by the Division of Pensions unless otherwise notified by the employee in writing by June 1<sup>st</sup>, the Board shall pay the retiring teacher and CST severance pay calculated at 50% of per diem rate per day and all support staff 50% per diem rate per day for the duration of this contract for each day of unused sick leave as of the effective date of retirement. Payment shall be made on August 15 or January 15 following the close of the fiscal year in which they retire. A fund in the amount of \$103,150.00 shall exist for the 2008-09 school year. If the amount to be paid out exceeds the budget, then it shall be prorated among the recipients. In 2009-10, the fund shall be increased to \$121,150.00 and in 2010-11 the fund shall be increased \$139,150.00. In the event that sufficient funds are not available to pay the full amount of the entitlement to a given year's retirees, those retirees shall be entitled to extend their respective entitlement to a maximum of two (2) years beyond the initial year of entitlement. This shall occur by making available to them any funds not used by a subsequent year's retirees. All eligible prior retirees shall be paid on a pro rata basis. This entitlement shall be limited to three (3) years total of entitlement until they have received the full 50% of per diem rate per day for certificated staff and 50% of per diem rate per day for support staff unless the full entitlement is paid out prior to the end of that time.
2. In the event that funds are not expended in either the severance pay account or the tuition reimbursement account each fund will be used to offset shortages in the other up to the maximum agreed amount for the year in the combined accounts. The formulae for distribution shall not be affected.
  3. If an employee leaves the district after 10 years of continuous service or more in the district, he/she shall be paid severance pay for unused sick leave in the same manner as for retirement.
  4. In the event an employee eligible for retirement under TPAF/PERS or who at 10 or more years of continuous service in the district dies prior to retirement his/her estate shall be paid for unused sick leave as if the person had retired.

F. Sick Leave Bank - The Board and MEA recognize that severe situations may arise when an employee has suffered an extremely serious illness or injury. The pain and loss suffered by the employee and the employee's family may be compounded by the exhaustion of available leave benefits. The parties recognized that the Board may, in its discretion, extend sick leave benefits. However, limited revenues to public education may render the extension of such benefits impossible or unlikely. In order to provide added protection to employees that have suffered extremely serious illness or injuries, and in order to assist the Board in meeting the financial pressures inherent in extending sick leave benefits in dire, compelling situations of need, this Sick Leave Bank ("the Bank") has been created. The Bank is not intended to be a substitute for disability insurance; nor is it a form of supplemental sick leave. It is intended to be a remedy of last resort, applicable only in the most dire of circumstances. The parties recognize that the Bank will be administered fairly, impartially, and in accordance with the procedures set forth below. All parties fully recognize that final decisions regarding utilization of days in the Sick Leave Bank must rest in the discretion of the Board. The parties recognize that utilization of the Bank's resources must be carefully scrutinized by the Board in order to insure continued availability of resources for all participants. The Bank shall be operated in accordance with the following understandings, agreements and standards:

1. The Bank was initially created during the contract term July 1, 1992 through June 30, 1995. The parties hereby agree to extend the Bank through the present contract term, subject to the modifications contained in the present agreement.
2. From September 1, 2008 to September 30, 2008 all employees who have not enrolled in the Sick Leave Bank to date will be given a one time opportunity with amnesty from giving more than one (1) day for joining the Sick Leave Bank. This will be advertised by the MEA and the Personnel Office.
3. For subsequent years of the agreement an employee may participate in the Bank if she/he has donated a minimum of one (1) earned and accumulated sick day during an enrollment period prior to the employee's request to utilize the Bank. Each year, the enrollment period shall be September 1 to September 30. Each new employee will be notified in writing regarding the Sick Leave Bank benefit by the Personnel Office upon hire. Employee contributions shall be voluntary.
4. As of October 1, 2008, late entrants to the plan must contribute one (1) day for each year that the person was eligible to participate but did not.
5. The Bank shall be available only to those employees who have:
  - a. exhausted all of their earned and accumulated leave time (example: vacation, sick, personal,) and
  - b. have been absent a minimum of twenty (20) consecutive workdays as a result of the covered medical condition; and
  - c. received a diagnosis from a qualified medical expert that indicates the employee suffers from a medical condition that will have a dire medical impact upon the employee. Examples of dire medical impact may include:
    1. diagnosis of an impending terminal condition, coupled with the employee's inability to work as a result of the terminal condition; (i.e. cancer, AIDS, comatose brain damage) and/or

2. diagnosis of a life-threatening medical condition coupled with the employee's inability to work as a result of the life-threatening condition; (i.e., heart attack, organ transplants, amputation surgery) and/or
  3. diagnosis of a medical condition that presents a substantial risk of the loss of an essential bodily function, coupled with the inability to work as a result of such medical condition (i.e., vision, amputation, digestion).
6. An employee who is eligible to utilize the Bank must follow the procedures set forth below:
  - a. A written request, accompanied by a physician's opinion setting forth the reasons for qualification must be submitted to the Superintendent;
  - b. The application, once complete, will be reviewed by the Superintendent.
  - c. The Superintendent will review the application and submit a recommendation to the Board of Education that supports either approval or rejection of the claim. The applicant will be given a copy of the Superintendent's recommendation.
  - d. If the recommendation is for rejection, the employee may appeal immediately to the Board of Education for review.
  - e. Any recommendation for approval must be formally adopted by the Board of Education
  - f. All decisions of the Board shall be final. Arbitration shall not be an available remedy.
7. The following matters will not be considered a covered medical condition under any circumstances.
  - a. Elective surgery;
  - b. Conditions for which a remedy exists under Worker's Compensation laws;
  - c. Conditions that will entail twenty (20) days or less lost compensation;
  - d. Conditions involving mental illness or addictive behavior.
8. The Sick Leave Bank shall be administered by a committee which shall be comprised by three (3) members selected by the Board of Education and three (3) members selected by the Medford Education Association. The committee may recommend standards or procedures to the Board of Education and the Medford Education Association for approval that it deems appropriate for the operation of the Sick Leave Bank.
9. An employee's use of the Bank shall be subject to approval of the Board or its designee. This article is subject to the grievance procedure only to the level of the Board of Education.
10. Bank days cannot be extended automatically from one work year to another. Beginning the next year, an employee who is unable to return to work must use his/her accumulated sick leave days before drawing upon the Bank.

11. An employee is eligible to use Bank days equal to the number of accumulated sick days prior to the covered illness, but not to exceed 100 bank days in any one year (July - June) for each covered illness.
12. The number of days included in the Bank shall be limited. The maximum shall be capped at 400 days except to permit eligible employees to join or the Bank to be replenished. The Bank will be replenished by contributions from members (one (1) per member) on September 1 following any year in which the Bank has dropped below 200 days. Members must contribute to stay active in the Bank.
13. Participating in the Bank will not affect the eligibility of a member to receive compensation for unused sick leave on an annual basis.
14. If the Bank goes out of existence whole days will be returned to contributing members if enough are available for all members. All other unused days will revert to the Board. For example if there are 200 members and 250 days when the Bank ceases to exist then each member would be returned one sick day and the Board would keep fifty. If there were only 100 days available the members would not receive any and the Board would keep 100.
15. The parties agree to review the success of the Sick Leave Bank during negotiations for a successor contract. Continuation beyond June 30, 2011 must be mutually agreed upon by the MEA and the Board of Education.
16. By November 1 of each year of this agreement the MEA will be provided with an updated list of Sick Leave Bank donors by the Central Office.

## ARTICLE XV

### TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVES:

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay.

#### B. PERSONAL DAYS:

1. Contracted personnel shall be entitled to four (4) personal business leave days per year. These days are to be requested at least three (3) days in advance, except in cases of emergency. All requests for personal business leave days after the first week of school and before the last week of school and/or the two (2) days before or after a school holiday are to be made to the employee's direct supervisor. Upon application for personal business days in this instance, reasons for the request shall not be required. Taking these days shall not in any way affect the number of designated employee sick leave days.

Up to three (3) unused personal leave days per year shall accumulate as sick days and be added to the employee's accumulated sick leave if they are not used.

2. Employees may submit, without reason, to the superintendent for the utilization of a personal day during the first and last week of school and during the day just prior to a school holiday or the day just after a school holiday. Two (2) or more personal days are not permitted to pyramid with any school holiday and/or during the first and last week of school. No more than fifteen (15) requests for the utilization of a personal day, with pay, during the first and last week of school and in conjunction with any given holiday shall be granted. A second request under this provision will be considered after priority has been given to first time requests.
3. Personal business leave days may be taken in case of emergency at any time subject to the approval of the Superintendent. Disputes over what constitutes an emergency shall be determined by the grievance procedure.
4. For those employees that were previously granted permission to utilize (1) of their four (4) personal days during the first week of school and/or the last week of school and/or the one (1) day before or after a school holiday, and request the utilization of an additional personal day(s) under the provisions stated above, must submit a request to the superintendent stating one of the following reasons listed below involving the employee and members of the immediate family including spouse, parents, children, resident relatives, and significant other(s). All other reasons will be unpaid leave.

The Superintendent shall grant exceptions for personal business leave just before or after a holiday or during the first or last weeks of the school year for the following listed reasons involving the employee and members of the immediate family including: spouse, parents, children, resident relatives, and significant others. All reasons involving other people will be unpaid leave.

- a. the date was set by an agency over which the individual had no control and/or opportunity to set the date,
  - b. an honor or award was being bestowed by an agency,
  - c. graduation ceremonies,
  - d. marriage and/or active participation in a wedding party
  - e. medical needs,
  - f. religious beliefs of employee.
5. No more than ten (10) requests for such personal business days shall be granted with pay on any given holiday unless the Superintendent deems additional days are warranted. Documentation shall be supplied by the employee for use of this clause as stated in section four (4) above.

#### C. BEREAVEMENT

In the case of each death of a member of the immediate family (immediate family as here used means spouse, parents, brothers, sisters, own children, step-children, grandparents, children's parents and grandparents, corresponding in-laws, significant others, and other persons residing in the home of any employee) such employee shall be excused without loss of pay for a period not to exceed five consecutive working days, which shall start no earlier than the day of the death and no later than the day of the funeral/memorial service. All days allowed under this ruling will be in addition to any sick leave. On the death of a staff member, the school may be closed for the session of the funeral on the approval of the Superintendent or his representative.

#### D. PROFESSIONAL DAYS

Professional days and other leaves of absence with or without pay may be granted upon recommendation of the Superintendent and approval of the Board.

#### E. FAMILY ILLNESS DAY

All employees shall be entitled to one (1) "Family Illness Day" per contract year. Family Illness Days may be utilized where an employee's personal presence is preferred because of an illness of a parent, a spouse, a child, a significant other or other persons residing in the employee's residence. An informal explanation identifying the family member and the nature of his/her illness will be provided on the Employee Absence Form. Unused Family Illness Days shall not be added to accumulated sick leave.

### ARTICLE XVI

#### EXTENDED LEAVES OF ABSENCE

##### A. TYPES OF LEAVE

There shall be four categories of extended leaves of absence:

1. Emergent Medical Leave
2. Anticipated Medical Leave
3. Emergent Family Leave
4. Maternity and Childrearing Leave

The Board shall honor the dates requested for the periods of actual medical disability. The employee may use accumulated sick leave, if any, for any period of actual medical disability. The periods of actual medical disability shall be certified to in writing by a qualified physician.

##### B. DEFINITIONS

1. Emergent Medical Leave

An emergent medical leave arises when the employee suffers a medical disability that was:

- a. Unknown and unforeseen by the employee; and
- b. Requires immediate medical treatment in the form of hospitalization or extended periods of convalescence; and
- c. The disability prevents the employee from performing his normal duties.

Examples of medical conditions that qualify for emergent medical leave are heart attacks; disabling injuries; and cancer related treatment. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for "emergent medical leave".

## 2. Anticipated Medical Leave of Absence

An anticipated leave of absence occurs when:

- a. The employee is cognizant of the existence of a medical condition that will render the employee unable to perform his/her duties for a period of substantial duration; and
- b. The period of disability is foreseeable and predictable.

Examples of anticipated medical leave of absence are disability associated with pregnancy, laminectomy; orchiectomy; prostatectomy; and elective surgery. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for anticipated medical leave".

## 3. Emergent Family Leave

Emergent family leave arises in the case of a serious illness of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, parent(s), children, siblings, corresponding in-laws, and other persons residing in the home of the employee. At the time of giving notice of the leave, the employee may elect to have the leave extended for the remainder of the year in which it is commenced. The leave is limited to a duration of a maximum of one year, inclusive of Family Medical Leave.

## 4. Maternity and Childrearing Leave

The following shall apply to all employees:

- a. Disability leave associated with pregnancy shall refer to a leave of absence during which an employee is unable for medical reasons to work due to pregnancy. It shall be treated as sick leave and subject to all the requirements of such leave. When an employee either before or after delivery of a child is deemed to be physically able to return to work, the disability leave shall end.

Presumed disability is considered up to four weeks prior to the birth and four weeks after the birth of a child. The determination of whether or not an employee is physically able to return to work will be by the employee's own doctor. The Board may, however, require that she be examined by a doctor of its choice.

- b. Family leave may be taken under the NJ Family Leave Act and/or the Federal Family Leave Act, if the employee has worked the qualifying number of hours. Family leave may not exceed a total of twelve (12) weeks and includes benefits. Family Leave entitlement shall run consecutively with other leaves taken by the employee.
- c. Childrearing leave shall refer to a leave of absence without pay to allow an employee to be with a new child by birth, adoption or marriage. It shall be granted, at the sole discretion of the Board, and only if it is in conformity with the following:
  1. Pregnant employees shall present a certificate from their attending physician regarding the anticipated dates of disability at the time the request for extended leave of absence is made.

2. Upon expiration of the period of disability, the employee shall either return to work, or begin her Board approve childrearing leave in accordance with the terms of this agreement.
- d. The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom if, after her pregnancy is confirmed her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:

The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or

If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached by the Burlington County Medical Society, certifies, that, in their opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, their fee shall be shared by the Board and the employee involved.

- e. Notice of intention to take a childrearing leave must be made within sixty (60) days prior to the time that leave is requested to begin.
- f. The leave shall commence on the date requested by the employee.
- g. Non-tenured teachers may be granted leave to the end of the then current school year.
- h. At the time of giving the request for childrearing leave, a tenured teacher may elect to have the duration of the leave extended either for the remainder of the year in which it is commenced and/or for the following year as well. For purposes of determining duration of a childrearing leave, any absence of three (3) or more days requires a doctor's certificate in accordance with Article XIV, which is due to pregnancy shall be construed as part of the year of commencement of childrearing leave. In either case the leave will terminate on September 1<sup>st</sup>. Intention to take the following year must be declared in writing to the Superintendent no later than May 1<sup>st</sup>.
- i. No pay, sick leave, insurance benefits or other financial contribution shall be made to a teacher during childrearing leave, except as may be required by the New Jersey Family Leave Act or the Federal Medical and Family Leave Law.
- j. In the event that a employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a



replacement for the teacher in question during the period for which leave had been originally requested or granted and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.

- k. The Board of Education and the Superintendent do not guarantee the assignment of employees the same buildings or same assignment they held prior to the leave of absence.

### C. PROVISIONS FOR EXTENDED LEAVE

The following pertains to all categories of leave in Article XVI, A, unless otherwise specified:

1. Time for Request - All requests for leaves of absence, other than for emergent medical leave and for emergent family leave, shall be made not less than sixty (60) days in advance of the date on which the leave is to commence. The request for leave of absence shall specify the proposed return date.
2. Standard/Educational Programs - Both the Medford Township Board of Education and the MEA recognized that the education of students is the primary function of the Board of Education. Further, both parties recognize that continuity of instruction is a worthy goal. Requests for leaves of absence, except for emergent medical and family reasons, will be reviewed with attainment of education continuity as a paramount objective. Towards this end the parties agree to the following standards and agreements:
  - a. The Board shall honor the dates requested for periods of actual medical disability. The periods of actual medical disability shall be certified by a qualified physician.
  - b. The Board shall endeavor to honor leave dates requested as they relate to Emergent Family Leave. However, the Board shall have the right to modify requested leave dates in order to accord with the objective of education continuity. The Board of Education may grant, reduce or extend the requested leave of absence dates to coincide with commencement and termination of school marking periods and/or parent-teacher conference dates. Federal Medical Leave Act requests shall conform with the law.
  - c. No request for extended leave of absence, other than for emergent medical reasons and emergent family leave, shall be granted if the initial leave date is within twenty-five working days of the commencement of the school year. If an employee requests an extended leave of absence that is to commence within twenty-five working days of the commencement of the school year, the Board of Education shall be authorized to amend the starting date of the leave of absence to the commencement of the school year. In this event, the employee so affected will not be entitled to receive salary or other benefits (i.e. sick leave, personal days, educational benefits and any other applicable prerequisites of employment) for the period between the commencement of the school year and the date the employee has requested as the commencement of the extended leave of absence. This provision is intended to apply to instructional employees only.
  - d. Health insurance benefits will be continued during the period of any medical disability.
3. Accumulated Sick Leave - Employees may utilize their accumulated sick leave in accordance with applicable State and Federal law.

4. Medical Certification - The Board shall require, as a condition of an employee's return to service, the production of a certificate from a physician certifying that the employee is medically able to resume employment.
5. Non-Tenured Employees - With respect to non-tenured employees, no extended leave shall extend beyond the current school year in which leave is to commence.
6. Tenured Employees - With respect to tenured employees, said leave will be limited to the duration of the current school year, plus, up to one contract/school year immediately thereafter.

## ARTICLE XVII

### SABBATICAL LEAVE

- A. A Sabbatical leave shall be granted to a teacher or classroom assistant by the Board for enrollment in a full-time study program or a travel study program sponsored by an accredited educational institution or, if necessary, more than one accredited educational institution after seven (7) years of uninterrupted employment within the district. A full-time study program shall include 12 semester hours at a single institution or institutions, as elected by the employee. These hours may be earned at any time during the contract year during which the sabbatical occurs, July 1 – June 30<sup>th</sup>.
- B.
  1. The applicant granted a Sabbatical Leave may receive one (1) year's leave at half pay for that salary year, or one-half (1/2) year's leave at full pay.
  2. The applicant has the right to approach the Board for exceptions to Article XVII-Sabbatical Leave-Section B.1 related to his/her Sabbatical Leave with the Board's decision being final and not subject to arbitration.
- C. The applicant receiving a Sabbatical leave must sign an agreement to work for two (2) years within the district or return the pro-rated part of the salary received for the time not completed on the two (2) year plan.
- D. No more than one (1) applicant will receive a Sabbatical leave in any one (1) academic year.
- E. If an applicant's application is rejected, the applicant may institute a grievance, which will terminate at the Board of Education level.
- F. All applicants will submit their applications by December 1 for the following academic year and will receive a written answer from the Superintendent by February 1 of that school year. Sabbatical application forms may be obtained from the Board of Education Office.
- G. Evidence of enrollment and attendance must be submitted to the Superintendent's office during the leave period.

H. A Committee will be formed that will determine who will be authorized to receive Sabbatical Leaves. The Committee shall consist of one (1) teacher/classroom aide from each school, the building Principal from the school(s) in which the applicants are assigned, and the Superintendent. The applicants shall be selected subject to the following conditions:

1. All applications will be reviewed by a committee consisting of a member from central staff and an MEA representative appointed by the MEA President.
2. All qualified applications will be forwarded to the sabbatical leave committee.
3. The applicants may be required to appear before the sabbatical leave committee to exhibit an understanding of the qualifications and requirements of these articles.
4. The following point system will be used by the Committee to decide on the selectees. Candidates of equal seniority or equal years of teaching or formal schooling experience shall receive equal points:

Value of 1 – 5    Relevance to their employment position in the district

Value of 1 - 5    Value to the educational program of the district

All other factors being equal, authorization will be given to the most senior candidate in terms of experience in the Medford Township Schools.

#### ARTICLE XVIII

##### SALARY

A. The salaries of all employees covered by this Agreement are set forth in Appendixes A & B, which are attached hereto and made a part hereof.

B. WITHHOLDING INCREMENTS: CAUSES: NOTICE OF APPEALS:

Withholding of increments will be conducted in accordance with the amendments to the PERC Law, Chapter 269, P.L. of 1989.

Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reason therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an assistant Commissioner of Education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

- C. In cases where an employment increment and/or adjustment increment may be withheld from a teacher, a warning notice of deficiencies in performance and/or any other applicable reasons for such withholding of an employment increment and/or adjustment increment shall be given to the said teacher by February 1 of the school year preceding each school year in which the employment increment and/or adjustment increment is to be withheld. The said teacher shall be notified of the intent to withhold employment increment and/or adjustment increment by the April 1st following the issuance of the warning notice. The Board additionally reserves its rights under N.J.S.A. 18A:29.15.

D. PRIOR EXPERIENCE

1. Each employee shall be placed on the proper step of the salary schedule as of the beginning of the school year.
  2. Newly hired support staff will be given full credit for all related work experience up to 5 years.
  3. Military service credit for all employees will be applicable service time to a maximum of four (4) years.
  4. The Board agrees that it shall not hire new employees at rates higher than existing employees with comparable experience.
  5. All new Child Study Team members will be paid on the teachers' guide. All additional work beyond 7 hours 15 minutes and 185 days shall become a prorated amount of their salary. The 185 days includes all half days when the teachers may leave early.
- E. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any employee employed after February 1 shall not be given credit.

F. DANCES

1. Employees who chaperone dances will be compensated at the following rate:

Year 2008-2009	\$80.00 per dance
Year 2009-2010	\$80.00 per dance
Year 2010-2011	\$80.00 per dance

G. SUPERVISORY and PROFESSIONAL ACTIVITIES

1. SUPERVISORY ACTIVITIES

The hourly rate for supervisory activities over and above the regular duties of the teacher, such as additional bus duty, cafeteria duty, or playground supervision, shall be at the following rates.

Year 2008-2009	\$28.00 per hour
Year 2009-2010	\$29.00 per hour
Year 2010-2011	\$30.00 per hour

Required after school or evening supervisory activities shall be deemed to include evening concerts.

## 2. PROFESSIONAL ACTIVITIES

- a. The hourly rate for professional activities over and above the normally expected duties of the teacher, such as summer school, curriculum writing, and bedside teaching/study, and shall be at the following rates.

Year 2008-2009	\$37.00 per hour
Year 2009-2010	\$39.00 per hour
Year 2010-2011	\$41.00 per hour

- b. The hourly rate for Summer Staff Development activities in which teachers may volunteer shall be at the following rates:

Year 2008-2009	\$27.00 per hour
Year 2009-2010	\$28.00 per hour
Year 2010-2011	\$29.00 per hour

## 3. SUPPLEMENTAL INSTRUCTION

### Year 2008-2009

Step 1	\$30.25 per hour
Step 2	\$31.50 per hour
Step 3	\$32.25 per hour
Step 4	\$34.50 per hour
Step 5	\$43.50 per hour

### Year 2009-2010

Step 1	\$31.75 per hour
Step 2	\$33.00 per hour
Step 3	\$33.75 per hour
Step 4	\$35.00 per hour
Step 5	\$45.50 per hour

### Year 2010-2011

Step 1	\$33.25 per hour
Step 2	\$34.50 per hour
Step 3	\$35.25 per hour
Step 4	\$36.75 per hour
Step 5	\$47.75 per hour

## 4. After School Activities

Teachers accepting assignments by a principal for reasons of student safety will receive the supervisory rate for evening functions. Teachers who volunteer will not receive compensation.

## 5. Middle School Team Leaders

Teachers appointed as Team Leaders by the building principal will be compensated for their duties at \$2,300.00 annually. At the discretion of the building principal, he/she may pre-approve a specific number of additional hours to be compensated at the professional rate of pay for extraordinary circumstances and/or specific building initiatives.

## I. MUSIC AND ART TEACHER COMPENSATION

The Music Teacher (instrumental and vocal) and Art Teacher shall be paid at the following rates:

### Elementary and Middle School:

Year 2008-2009	\$420.00 per activity
Year 2009-2010	\$435.00 per activity
Year 2010-2011	\$450.00 per activity

### Elementary:

Year 2008-2009	\$460.00 per activity	(All State Band)
Year 2009-2010	\$470.00 per activity	(All State Band)
Year 2010-2011	\$480.00 per activity	(All State Band)

### Middle School:

Year 2008-2009	\$1,253 per activity	(All State Band)
	\$860 per activity	(All State Chorus)
Year 2009-2010	\$1,278 per activity	(All State Band)
	\$876 per activity	(All State Chorus)
Year 2010-2011	\$1,300 per activity	(All State Band)
	\$894 per activity	(All State Chorus)

## J. STUDENT COUNCIL, CLUBS AND FACULTY ADVISORS

1. Club Advisors, in consideration of the additional time and effort expended, shall be paid at the following rates.

Year 2008-2009	\$860.00 per advisor
Year 2009-2010	\$880.00 per advisor
Year 2010-2011	\$900.00 per advisor

### Yearbook:

Year 2008-2009	\$3,150.00 per advisor
Year 2009-2010	\$3,175.00 per advisor
Year 2010-2011	\$3,200.00 per advisor

### Yearbook Assistant:

Year 2008-2009	\$1,650.00 per advisor
Year 2009-2010	\$1,675.00 per advisor
Year 2010-2011	\$1,700.00 per advisor

Student Council (6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Grade):

Year 2008-2009	\$1,575.00 per advisor
Year 2009-2010	\$1,615.00 per advisor
Year 2010-2011	\$1,655.00 per advisor

Drama:

Year 2008-2009	\$3,450.00 per advisor
Year 2009-2010	\$3,525.00 per advisor
Year 2010-2011	\$3,600.00 per advisor

Drama Assistant:

Year 2008-2009	\$1,950.00 per advisor
Year 2009-2010	\$1,975.00 per advisor
Year 2010-2011	\$2,000.00 per advisor

Newspaper:

Year 2008-2009	\$1,000.00 per advisor
Year 2009-2010	\$1,025.00 per advisor
Year 2010-2011	\$1,050.00 per advisor

2. Interscholastic Coaching

Year 2008-2009	Coach - \$3,150.00
Year 2008-2009	Asst. Coach - \$2,400.00
Year 2009-2010	Coach - \$3,250.00
Year 2009-2010	Asst. Coach - \$2,450.00
Year 2010-2011	Coach - \$3,350.00
Year 2010-2011	Asst. Coach - \$2,500.00

K. SEVENTH PERIOD TEACHING

Any teacher who is required to teach seven (7) instructional periods per day in the 2008-2011 school years, shall receive additional compensation. This shall be calculated by multiplying the supplemental rate of pay by a forty minute teaching period per day. In a school year of 180 days, this would be 120 hours of additional teaching time. All teachers who teach the seventh period shall be paid at the highest step on the guide for supplemental teachers.

L. MEA Days

A total of ten (10) days per year will be available to be shared among the Executive Board and Chairpersons. All days are subject to approval of the MEA President, and final approval of the Superintendent. MEA will pay for substitutes.

M. LONGEVITY

Longevity increments will be paid to employees covered by this Agreement who have maintained continuous employment with Medford Township Board of Education for the following periods:

## Teachers

### 2008-2011

\$625	after	5 years
\$1,225	after	9 years
\$1,950	after	12 years
\$2,700	after	15 years
\$2,900	after	18 years
\$3,200	after	21 years
\$3,500	after	24 years
\$4,000	after	27 years
\$4,200	after	30 years

## Support Staff

### 2008-2011

\$250	after	5 years
\$500	after	9 years
\$775	after	12 years
\$1,095	after	15 years
\$1,245	after	18 years
\$1,345	after	21 years
\$1,745	after	24 years
\$1,845	after	27 years
\$2,295	after	30 years

## ARTICLE XIX

### INSURANCE PROTECTION

- A. The Board will, if the current eligible employee so requests, provide health insurance/major medical coverage for the duration of the contract. In the first year of the contract (2008-09) there will be no change to the existing benefit provisions (other than possible carrier change) provided for in the 2007-08 Agreement between the MEA and the Medford Township Board of Education. Effective July 1, 2009, the base health/medical plan for all Medford Township School employees eligible for benefits will be Direct Access 8 Plan provided for by Horizon Blue Cross and Blue Shield of New Jersey. Any employee currently enrolled in the Direct Access 9 Plan will be offered a onetime payment incentive of \$900.00 to move their coverage to the base plan (Direct Access 8) during the April/May 2009 open enrollment period. The incentive offered will conclude at the end of the open enrollment period and will not be offered during the duration of the remaining contract. The Board of Education will pay 100% of the premium for the base plan. Effective July 1, 2009, any employee (other than those employees hired prior to July 1, 2008) wanting to continue coverage under the Direct Access 9 Plan, must pay the following differentials:

Single Coverage:	\$175 per year
Parent Child:	\$250 per year
Couple:	\$350 per year
Family:	\$450 per year

New hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.



- B. The Board shall provide a prescription insurance plan for each eligible employee and dependents. The Board shall pay 100% of the premium for single and dependents coverage for current eligible employees. Beginning July 1, 2008, the following co-pays will be in effect:

	<u>Mail Order</u> <u>Generic/Brand</u>	<u>Retail Pharmacy</u> <u>Generic/Brand</u>
2008-2009	\$5.00/10.00	\$10.00/15.00
	<u>Mail Order</u> <u>Generic/Preferred/Non-Preferred</u>	<u>Retail Pharmacy</u> <u>Generic/Preferred/Non-Preferred</u>
2009-2010	\$5.00/10.00/20.00	\$10.00/15.00/20.00
2010-2011	\$10.00/15.00/20.00	\$10.00/15.00/20.00

- C. The Board of Education shall provide a Dental Plan that is based on the usual and customary rate charged for dental work for the contract years 2008-2011. The Board of Education will assume 100% of the premium for current eligible employees and their dependents. Effective July 1, 2004 new hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.

This coverage shall be a non-deductible plan and includes:

- a. Oral Surgery
  - b. Prosthodontics benefits
  - c. Periodontics Benefits
  - d. Orthodontic benefits – up to \$1,500
- D. The Board of Education shall provide an optical insurance plan VSP (Vision Service Plan) for all employees. The Board of Education will assume 100% of the premium for all current eligible employees and their dependents. Effective July 1, 2004 new hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.

This coverage shall be a non-deductible plan and include:

- a. Exam covered in full .....every 18 months
- b. Prescription Glasses
  - Lenses covered in full .....every 18 months
  - Single vision, lined bifocal and lined trifocal lenses. Coverage for progressive, tinted or photochromic spectacle lenses is included at no extra cost.
- c. Frames ..... every 18 months
  - Frame of your choice covered up to \$120.00. Plus, 20% off any out-of-pocket costs.

-OR-

d. Contacts .....every 18 months

When you choose contacts instead of glasses, your \$105.00 allowance applies to the cost of your lenses and the fitting and evaluation exam. This exam is in addition to your vision exam to ensure proper fit of contacts.

The benefit period is to be every 18 months.

- E. Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. Such change shall provide equivalent coverage and service. The Association shall receive copies of all existing master plans for insurance carriers.
- F. All twelve (12) month employees will be eligible for full coverage under the base insurance plan effective July 1, 2009.
- G. As of July 1, 2009, if an employee elects not to take health benefits to which he/she is entitled, employee will receive 35% of the premium cost as salary in a separate check the following August.

## ARTICLE XX

### REPRESENTATION FEE

#### A. Representation

If an employee as covered in this Article does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. Amount of Fee

##### 1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

##### 2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular unified membership dues, shall include Local, County, State and National organization fees, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

## C. Deduction and Transmission of Fee

### 1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

### 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. This shall also apply to a member terminating employment or taking a board approved leave of absence.

### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

### 5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than 10 days after the Board received said notice.

## 6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who begin their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

The Medford Education Association shall indemnify and hold the Medford Board of Education harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

## ARTICLE XXI

### EDUCATIONAL CREDIT PAYMENT PLAN

- A. The Medford Board of Education will reimburse the tuition cost of approved three (3) credit graduate course(s) up to the New Jersey State College (Rutgers University) graduate tuition rate for contract years 2008-2011 subject to the following conditions:

1. The maximum aggregate payments to be made by the Board under the terms of this article shall in no event exceed \$74,652 in the year 2008-2009, \$76,652 in the year 2009-2010 and \$78,652 in the year 2010-2011. If this amount is insufficient to reimburse all employees approved for payment, then each employee so approved for payment will receive only their prorated share of the aggregate amount, divided equally among them, and not the maximum as stated above. (Tuition Reimbursement excludes registration fees, parking fees, books, etc.)

In the event that funds are not expended in either the severance pay account or the tuition reimbursement account each fund will be used to offset shortages in the other up to the maximum agreed amount for the year in the combined accounts. The formulae for distribution shall not be affected.

2. If the balance of unexpended funds is sufficient, employees may be reimbursed tuition costs for a second approved course under the same provisions of this article. However, no employee shall receive more than the total amount expended for tuition, or more than the cost of three-credit graduate courses up to the New Jersey State College (Rutgers University) graduate tuition rate. If there still remains a sufficient unexpended balance, employees may be reimbursed tuition courses for additional courses under the same provisions of this article. If the balance of unexpended funds is insufficient to reimburse employees for all tuition actually paid and documented, the unexpended funds will be prorated among all such employees as follows:
  - a. The total amount of unexpended funds will be divided by the total amount of the remaining requests for tuition reimbursement to determine a percentage.
  - b. This percentage will then be applied to the amount requested by each employee and each employee will receive the prorated amount so calculated.
3. All courses must be approved by the Superintendent in the semester in which taken. No requests for reimbursement will be accepted after June 1. Any such requests will not be allowed in succeeding years.

4. Courses to be taken must be related to the employee's area of specialization; however, the Superintendent may, in his sole discretion, approve courses not so related on an individual basis.
  5. Upon completion of courses, an official grade report must be submitted to the Superintendent of Schools indicating that the employee has completed the courses and has achieved a grade of A or B or Pass in a Pass/Fail Course.
  6. Reimbursement for courses shall be paid on or before August 25<sup>th</sup> of each year providing final transcripts or grade reports are presented to the personnel office by June 15<sup>th</sup> of each contract year.
  7. In the event a course is not completed or the employee has not achieved a grade of A, B or pass, the costs of the course(s) shall be borne by the employee, and any money paid under this Article shall be returned to the Board of Education by the employee.
- B. Section A of this article applies to all employees equally.

## ARTICLE XXII

### LIAISON COMMITTEE

- A. Worksite Level - The employees of each worksite shall select a Liaison Committee composed of employee members for each school worksite which may meet with the supervisor at least once a month during the school year to review and discuss local worksite problems and practices, and to act in an advisory role in the revisions of development of worksite policies.
- B. Employee representatives shall meet with the Superintendent at mutually agreed times, but at least three (3) times per school year, to review and discuss current worksite problems and practices.
- C. One (1) representative of each worksite's liaison committee chosen by that liaison committee, will comprise a district-wide committee to meet with the Board of Education.
- D. Meetings under this Article shall be at a time mutually agreeable to the parties.
- E. Committee Procedures
  1. Pre-notification of agenda items shall be required at the various levels as indicated:
    - a. 1 full work day prior to the meeting date at the worksite level
    - b. 3 full work days prior to the meeting date at the Superintendent's level
    - c. 5 full work days prior to the meeting date at the Board of Education level
  2. After a liaison meeting at the Superintendent's level, the Superintendent or his/her designee, will issue a set of minutes which contain the outcome of discussions with respect to each item discussed.
  3. No item can move to a higher level committee for discussion unless there has been a failure to resolve that item at a lower level. If parties do not agree, it can be appealed to next level.

## ARTICLE XXIII

### ASSISTANTS

#### Work Year

All school assistants shall be paid for the number of specified contracted days plus one (1) orientation day, if attendance is required. Assistants will be paid, at the request/approval of the building principal, for additional time above their contracted hours. Assistants will be assigned based upon individual building needs as well as student program and needs.

#### Sick/Personal Days

All assistants shall be entitled to sick leave as specified under State Law. All Ten (10) month assistants shall be entitled to one (1) sick day per month equal to one (1) of their contracted hourly work days. In addition, all assistants will be entitled to four (4) personal days each year equal to one (1) of their contracted hourly work days, subject to the same provisions as defined under Article XV Section B of this contract.

#### Contract Notification

The Board of Education shall notify assistants of their contract and salary status for the ensuing school year by August 1. Employees must return signed contracts within ten (10) work days of receipt of said contract. In the event that circumstances arise following notification set forth above which result in a decision that there is not a position available, the Board of Education shall provide two (2) weeks written notice of that determination.

#### Benefits

Assistants may be contracted up to twenty-nine and one half (29.5) hours per week with no provision for district provided benefits. Assistants who are contracted for over 29.5 hours per week will be entitled to district provided benefits subject to same provisions as defined under Article XIX of this contract.

#### Miscellaneous Provisions:

##### Vacancies

All vacancies for assistant positions will be posted in designated areas in each school building. Assistants who desire to apply for vacancies must file written statement of application with the building principal within five (5) working days of the posting of the vacancy.

##### Tuition Reimbursement:

Assistants shall be eligible for tuition reimbursement for approved courses and/or workshops following the same provisions as stated under Article XXI of this contract.

#### Extra Time/Early Dismissal Days

- Assistants shall be compensated for all contracted and extra pupil contact time.
- Assistants will be required to work the equivalent of their contracted hours on all days that school is in session regardless of whether it is a delayed opening or scheduled early dismissal day. Assistants with "child specific" duties (Special Education) shall continue their work responsibilities until such time as the child to whom they are responsible has been safely dismissed from the school building.

#### ARTICLE XXIV

#### CUSTODIANS

- A. All Custodians shall be furnished with wash and wear uniforms for summer and winter wear, including jackets and gloves. Custodians are required to wear furnished apparel daily as weather and conditions permit. Failure to wear the furnished required uniforms and additional apparel may result in disciplinary action. The Board shall pay for such uniforms/apparel and necessary replacement.

B. Overtime Procedures

In the event a night custodial shift must be covered due to pre-approved vacation or personal days, or in the event an evening custodian uses a sick day, the Director of Operations or designee will:

1. Request coverage from the district substitute custodial list.
2. If no one from the substitute list is available, then the day custodian at that school will have the right to first refusal.
3. If the day custodian refuses to work the shift, then the Director of Operations or designee will:
  - a) Offer the open shift to all remaining district head custodians in seniority order. In the event the remaining head custodians refuse to cover the shift then,
  - b) The Director of Operations or designee will have the authority to utilize the maintenance staff in seniority order to cover the open evening shift.
4. If a night custodian takes the place of a day shift Head Custodian, after ten (10) consecutive working days, the replacement custodian's salary will be increased by 10% for further replacement time until the Head Custodian returns to work.
5. In the event of an emergency, the Maintenance Supervisor or designee will have the authority to cover the open evening shift using the first available maintenance or custodial staff regardless of seniority.

- C. In the event a day custodial shift must be covered due to pre-approved vacation or personal days, the Director of Operations or designee will:

1. Contact a night custodian at that school by order of seniority who will have the right of first refusal. However, regarding Allen, Haines, and Memorial Schools, only those night custodians possessing a boiler's license will have the right of first refusal or,

2. If a night custodian at that building refuses to work the day shift, then the Maintenance Supervisor or designee will:
    - a. Use the seniority list for district evening custodians and contact the first available person regardless of building, again regarding Allen, Haines and Memorial Schools, only those evening custodians with a boiler's license will be contacted or,
    - b. If no evening custodian is available or refuses to cover the open day shift then the Director of Operations or designee will have the authority to utilize any maintenance staff, in seniority order, to cover the open day shift.
  3. In the event of an emergency, the Director of Operations or designee will have the authority to cover the open day shift using the maintenance staff, in seniority order, provided they possess a boiler's license.
- D. The Board agrees to pay the cost of obtaining a Black Seal Boiler License as well as renewal costs. New Custodial hires, who do not possess a valid and up-to-date Black Seal Boiler License, within one year of the date of their hire, must successfully complete the course work, training, and earn the boiler license. Failure to take the course work and exam within the specified time frame will result in employment termination. Failure to renew the Black Seal Boiler License upon expiration will result in withholding the boiler license stipend and may result in disciplinary action if warranted.

## ARTICLE XXV

### VACATIONS

- A. All twelve (12) month support staff shall be entitled to vacations with pay according to the schedule set forth below:
 

Schedules	2 weeks - after one full year of employment (prorated for employees who have not completed one full year of employment by June 30th) 3 weeks - After five full years of employment 4 weeks - After nine full years of employment
-----------	--
- B. Vacation schedules shall be established and filed with the superintendent prior to May 1st of the vacation year. Vacation year runs from July 1 of one year to June 30th of the next year. Each employee on July 1st of any year is entitled to a vacation based upon time worked in the preceding year as follows:
  1. Less than 3 months, no vacation
  2. 3 months but less than 6 months, 3 days
  3. 6 months but less than 9 months, 6 days
  4. 9 months but less than 12 months, 9 days
  5. 12 months, two weeks vacation
- C. Night custodial staff may request a shift adjustment for the Wednesday prior to the Thanksgiving Holiday to the Director of Operations. All requests must be in writing and submitted ten (10) days in advance of the Thanksgiving Holiday.



## ARTICLE XXVI

### EMPLOYMENT PROCEDURES

#### A. Resignation

1. A support staff employee who is resigning from his/her position shall give a minimum of two weeks notice.
2. A support staff employee who is resigning from his/her position shall be paid his/her earned vacation pay according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

## ARTICLE XXVII

### PROCEDURE FOR DETERMINING DEDUCTIONS

- A. Any deduction in pay taken from any secretary as a result of the application of this agreement shall be as follows:

#### Ten Month Secretary:

One day's salary shall be determined by dividing her annual salary by 200.

#### Twelve Month Secretary:

One day's salary shall be determined by dividing her annual salary by 240.

## ARTICLE XXVIII

### HOLIDAYS AND LEAVES OF ABSENCE

- A. All ten (10) and twelve (12) month secretaries shall be entitled to paid holidays coinciding with the days during the school year when the Medford Township Public Schools are closed for the purpose of observing such holidays pursuant to the annual school calendar adopted by the Medford Board of Education. This shall include days when the schools are closed due to weather conditions. In addition, twelve (12) month secretaries shall be entitled to July 4th as a paid holiday.

## ARTICLE XXIX

### SECRETARIES

- A. An \$800 stipend is to be paid to the school secretary in which summer school is being held and one of the designated Child Study Team Secretaries, whose responsibility is to prepare for the summer school assignment. For the duration of this contract no additional stipends will be awarded to support staff unless their job description is revised by the administration.

## ARTICLE XXX

### MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting; except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Nothing in this Agreement which changes pre-existing Board Policy, rules and regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- C. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or participation in Association activities.
- D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- E. The Medford Township Board on its own behalf and on behalf of the taxpayers of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.
- F. Copies of this Agreement shall be printed at the expense of the Board and distributed to the members of the bargaining unit promptly.
- G. Notice under this Agreement shall be given by either party to the other by telephone or registered letter as follows:

To the Board at:

Board of Education Office  
128 Route 70, Suite 1  
Medford, NJ 08055

To the Association at:

To the School Assignment of the Active President.  
Medford, New Jersey 08055

- H. Pay dates shall be the 15th and 30th day of each month except February which will be the 15th and last working day of that month. When pay dates occur on weekend days or holidays, payment will be made on preceding work day.

ARTICLE XXXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.
- B. In Witness Whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon all on the day and year first above written.

MEDFORD EDUCATION ASSOCIATION

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

MEDFORD TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

MEDFORD EDUCATION ASSOCIATION  
2008-2009 SALARY GUIDE  
TEACHERS

Step Experience	MEA Step	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	MA+60-DOC
1	A	48,099	50,103	50,636	51,705	53,842	55,444	57,047	58,649	60,252
2	B	48,614	50,618	51,152	52,220	54,357	55,960	57,562	59,165	60,767
3	C	49,148	51,152	51,686	52,754	54,891	56,494	58,097	59,700	61,302
4	D	49,683	51,686	52,220	53,288	55,426	57,028	58,631	60,234	61,836
5	E	50,217	52,220	52,754	53,823	55,960	57,562	59,165	60,767	65,370
6	F	51,286	53,288	53,823	54,891	57,028	58,631	60,234	61,836	63,439
7	G	52,353	54,357	54,891	55,960	58,097	59,700	61,302	62,905	64,508
8	H	53,956	55,960	56,494	57,562	59,700	61,302	62,905	64,508	66,110
9	I	56,627	58,631	59,165	60,234	62,370	63,973	65,575	67,179	68,782
10-11	J	59,299	61,302	61,836	62,905	65,041	66,644	68,247	69,849	71,452
12-13	K	61,970	63,973	64,508	65,575	67,713	69,315	70,918	72,521	74,123
14-15	L	65,175	67,179	67,713	68,782	70,918	72,521	74,123	75,726	77,328
16	M	68,914	70,918	71,452	72,521	74,657	76,260	77,863	79,466	81,069
17	N	72,655	74,657	75,192	76,260	78,397	80,000	81,602	83,205	84,808
18-20	O	75,255	77,257	77,792	78,860	80,997	82,600	84,202	85,805	87,408
21-31	P	77,855	79,857	80,392	81,460	83,597	85,200	86,802	88,405	90,008
32+		3,213	3,271	3,287	3,319	3,382	3,420	3,477	3,525	3,573

Longevity Increments for Years in Medford:

\$ 625 after 5 years  
1,225 after 9 years  
1,950 after 12 years  
2,700 after 15 years  
2,900 after 18 years  
3,200 after 21 years  
3,500 after 24 years  
4,000 after 27 years  
4,200 after 30 years

4,000 after 27 years  
4,200 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2009-2010 SALARY GUIDE  
TEACHERS

Step Experience	MEA Step	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	MA+60-DOC
1	A	49,542	51,606	52,156	53,256	55,457	57,108	58,758	60,409	62,060
2	B	50,073	52,136	52,686	53,787	55,988	57,638	59,289	60,940	62,590
3	C	50,623	52,686	53,236	54,337	56,538	58,189	59,840	61,491	63,141
4	D	51,174	53,236	53,787	54,887	57,088	58,739	60,390	62,041	63,691
5	E	51,723	53,787	54,337	55,438	57,638	59,289	60,940	62,590	64,241
6	F	52,824	54,887	55,438	56,538	58,739	60,390	62,041	63,691	65,342
7	G	53,924	55,988	56,538	57,638	59,840	61,491	63,141	64,792	66,443
8	H	55,575	57,638	58,189	59,289	61,491	63,141	64,792	66,443	68,093
9	I	58,326	60,390	60,940	62,041	64,241	65,892	67,543	69,194	70,845
10	J	61,078	63,141	63,691	64,792	66,993	68,643	70,294	71,945	73,595
11-12	K	63,829	65,892	66,443	67,543	69,744	71,395	73,046	74,696	76,347
13-14	L	67,131	69,194	69,744	70,845	73,046	74,696	76,347	77,998	79,648
15-16	M	70,982	73,046	73,595	74,695	76,897	78,547	80,199	81,850	83,501
17	N	74,834	76,897	77,448	78,547	80,749	82,400	84,051	85,701	87,352
18	O	77,934	79,997	80,548	81,647	83,849	85,500	87,151	88,801	90,452
19-32	P	81,034	83,097	83,648	84,747	86,949	88,600	90,251	91,901	93,552
33+		3,180	3,240	3,256	3,288	3,352	3,400	3,448	3,496	3,544

Longevity Increments for Years in Medford:

\$ 625 after 5 years  
1,225 after 9 years  
1,950 after 12 years  
2,700 after 15 years  
2,900 after 18 years  
3,200 after 21 years  
3,500 after 24 years  
4,000 after 27 years  
4,200 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2010-2011 SALARY GUIDE  
TEACHERS

Step Experience	MEA Step	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	MA+60-DOC
1	A	50,971	53,094	53,660	54,793	57,057	58,755	60,453	62,152	63,850
2	B	51,517	53,641	54,206	55,339	57,603	59,301	61,000	62,698	64,396
3	C	52,083	54,206	54,772	55,905	58,169	59,868	61,566	63,265	64,963
4	D	52,650	54,772	55,339	56,470	58,735	60,434	62,132	63,830	65,529
5	E	53,216	55,339	55,905	57,037	59,301	61,000	62,698	64,396	66,094
6	F	54,348	56,470	57,037	58,169	60,434	62,132	63,830	65,529	67,227
7	G	55,480	57,603	58,169	59,301	61,566	63,265	64,963	66,661	68,360
8	H	57,148	59,301	59,868	61,000	63,265	64,963	66,661	68,360	70,058
9	I	60,009	62,132	62,698	63,830	66,094	67,793	69,491	71,191	72,889
10	J	62,840	64,963	65,529	66,661	68,925	70,624	72,322	74,020	75,719
11	K	65,571	67,793	68,360	69,491	71,756	73,455	75,153	76,851	78,550
12-13	L	69,067	71,191	71,756	72,889	75,153	76,851	78,550	80,248	81,946
14-15	M	73,030	75,153	75,719	76,851	79,115	80,814	82,513	84,211	85,910
16-17	N	76,993	79,115	79,682	80,814	83,079	84,777	86,475	88,174	89,872
18	O	80,593	82,715	83,282	84,414	86,679	88,377	90,075	91,744	93,472
19-33	P	84,193	86,315	86,882	88,014	90,279	91,977	93,675	95,374	97,072
34+		3,159	3,218	3,234	3,266	3,330	3,377	3,425	3,477	3,520

Longevity Increments for Years in Medford:

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1,225 after 9 years  
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2,700 after 15 years  
2,900 after 18 years  
3,200 after 21 years  
3,500 after 24 years  
4,000 after 27 years  
4,200 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2008-2009 SALARY GUIDE  
SECRETARY

<u>Step Experience</u>	<u>MEA Step</u>	<u>Secretary</u>
1	A	\$ 33,022
2	B	33,228
3	C	33,549
4	D	33,869
5	E	34,190
6	F	34,628
7	G	34,917
8-10	H	35,360
11	I	35,968
12	J	36,578
13	K	37,188
14	L	37,979
15	M	39,154
16	N	41,594
17	O	44,031
18-19	P	46,470
20+	Career Increment	

Summer School Secretary: \$800 stipend for 2008-2011

All Building Principal's Secretaries  
and Assistant Principal's Secretaries: \$900 stipend for 2008-2011

Bookkeeper/Accountant \$900 stipend for 2008-2011

Longevity Increments for Years in Medford:

\$ 250 after 5 years

500 after 9 years

775 after 12 years

1,095 after 15 years

1,245 after 18 years

1,345 after 21 years

1,745 after 24 years

1,845 after 27 years

2,295 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2009-2010 SALARY GUIDE  
SECRETARY

<u>Step Experience</u>	<u>MEA Step</u>	<u>Secretary</u>
1	A	\$ 34,013
2	B	34,225
3	C	34,555
4	D	34,885
5	E	35,215
6	F	35,667
7	G	35,965
8	H	36,420
9-11	I	37,047
12	J	37,675
13	K	38,303
14	L	38,931
15	M	40,329
16	N	42,842
17	O	45,352
18-20	P	47,864
21+	Career Increment	

Summer School Secretary: \$800 stipend for 2008-2011

All Building Principal's Secretaries  
and Assistant Principal's Secretaries: \$900 stipend for 2008-2011

Bookkeeper/Accountant \$900 stipend for 2008-2011

Longevity Increments for Years in Medford:

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1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years



MEDFORD EDUCATION ASSOCIATION  
2010-2011 SALARY GUIDE  
SECRETARY

<u>Step Experience</u>	<u>MEA Step</u>	<u>Secretary</u>
1	A	\$ 34,994
2	B	35,212
3	C	35,552
4	D	35,892
5	E	36,231
6	F	36,696
7	G	37,003
8	H	37,471
9	I	38,115
10-12	J	38,762
13	K	39,409
14	L	40,054
15	M	41,492
16	N	44,078
17	O	46,661
18-21	P	49,245
22+	Career Increment	

Summer School Secretary: \$800 stipend for 2008-2011

All Building Principal's Secretaries  
and Assistant Principal's Secretaries: \$900 stipend for 2008-2011

Bookkeeper/Accountant \$900 stipend for 2008-2011

Longevity Increments for Years in Medford:

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2,295 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2008-2009 SALARY GUIDE  
ASSISTANTS

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Special Assistant</u>	<u>General Assistant</u>
1	A	\$ 12.92	\$ 11.89
2	B	13.14	12.11
3	C	13.36	12.33
4	D	13.57	12.54
5	E	13.62	12.59
6	F	13.68	12.65
7	G	13.73	12.70
8	H	13.81	12.78
9	I	13.93	12.90
10	J	14.11	13.08
11	K	14.37	13.34
12	L	14.93	13.90
13	M	15.85	14.82
14	N	16.47	15.44
15	O	17.38	16.35
16-21	P	17.98	16.95
22+	Career Increment		

Longevity Increments for Years in Medford:

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500 after 9 years  
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1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2009-2010  
SALARY GUIDE  
ASSISTANTS

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Special Assistant</u>	<u>General Assistant</u>
1	A	\$ 13.31	\$ 12.25
2	B	13.53	12.47
3	C	13.76	12.70
4	D	13.98	12.92
5	E	14.03	12.97
6	F	14.09	13.03
7	G	14.14	13.08
8	H	14.22	13.16
9	I	14.35	13.29
10	J	14.53	13.47
11	K	14.80	13.74
12	L	15.38	14.32
13	M	16.33	15.26
14	N	16.96	15.90
15	O	17.90	16.84
16-21	P	18.52	17.46
22+	Career Increment		

Longevity Increments for Years in Medford:

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500 after 9 years  
775 after 12 years  
1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2010-2011  
SALARY GUIDE  
ASSISTANTS

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Special Assistant</u>	<u>General Assistant</u>
1	A	\$ 13.70	\$ 12.60
2	B	13.93	12.83
3	C	14.15	13.06
4	D	14.38	13.29
5	E	14.44	13.35
6	F	14.49	13.40
7	G	14.55	13.46
8	H	14.63	13.54
9	I	14.77	13.67
10	J	14.95	13.86
11	K	15.22	14.13
12	L	15.83	14.73
13	M	16.80	15.71
14	N	17.45	16.36
15	O	18.41	17.32
16-21	P	19.06	17.97
22+	Career Increment		

Longevity Increments for Years in Medford:

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500 after 9 years  
775 after 12 years  
1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

MEDFORD EDUCATION ASSOCIATION  
2008-2009 SALARY GUIDE  
CUSTODIANS

<u>Step Experience</u>	<u>MEA Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	A	29,382	30,382
2	B	29,917	30,917
3	C	30,451	31,451
4	D	30,985	31,985
5	E	31,519	32,519
6	F	32,053	33,053
7	G	32,587	33,587
8	H	34,190	35,190
9-12	I	34,725	35,725
13-17	J	35,792	36,792
18	K	36,327	37,327
19	L	37,396	38,396
20	M	38,999	39,999
21	N	41,011	42,011
22	O	42,776	43,776
23-24	P	44,663	45,663
25+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
500 after 9 years  
775 after 12 years  
1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

\$ 900 Stipend for Boiler's License

One Custodian per building will be paid on the Head Custodian Salary Guide

\$1,000 stipend for Memorial School Head Custodian 2008-2011

MEDFORD EDUCATION ASSOCIATION  
2009-2010 SALARY GUIDE  
CUSTODIANS

<u>Step Experience</u>	<u>MEA Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	A	30,263	31,263
2	B	30,814	31,818
3	C	31,364	32,364
4	D	31,914	32,914
5	E	32,465	33,465
6	F	33,015	34,015
7	G	33,565	34,565
8	H	35,215	36,215
9	I	35,766	36,766
10-13	J	36,866	37,866
14-18	K	37,417	38,417
19	L	38,518	39,518
20	M	40,169	41,169
21	N	42,242	43,242
22	O	44,059	45,059
23-24	P	46,003	47,003
25+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
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775 after 12 years  
1,095 after 15 years  
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1,345 after 21 years  
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\$ 900 Stipend for Boiler's License

One Custodian per building will be paid on the Head Custodian Salary Guide

\$1,000 stipend for Memorial School Head Custodian 2008-2011

MEDFORD EDUCATION ASSOCIATION  
2010-2011 SALARY GUIDE  
CUSTODIANS

<u>Step Experience</u>	<u>MEA Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	A	31,137	32,137
2	B	31,703	32,703
3	C	32,269	33,269
4	D	32,835	33,835
5	E	33,402	34,402
6	F	33,967	34,967
7	G	34,533	35,533
8	H	36,231	37,231
9	I	36,798	37,798
10	J	37,930	38,930
11-14	K	38,497	39,497
15-19	L	39,629	40,629
20	M	41,327	42,327
21	N	43,460	44,460
22	O	45,330	46,330
23-24	P	47,330	48,330
25+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
 500 after 9 years  
 775 after 12 years  
 1,095 after 15 years  
 1,245 after 18 years  
 1,345 after 21 years  
 1,745 after 24 years  
 1,845 after 27 years  
 2,295 after 30 years

\$ 900 Stipend for Boiler's License

One Custodian per building will be paid on the Head Custodian Salary Guide

\$1,000 stipend for Memorial School Head Custodian 2008-2011

MEDFORD EDUCATION ASSOCIATION  
2008-2009 SALARY GUIDE  
TRANSPORTATION

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Driver</u>	<u>Hourly Rate</u>
1	A	\$ 10,684	\$ 14.84
2	B	11,005	15.28
3	C	11,379	15.80
4	D	11,753	16.32
5	E	12,127	16.84
6	F	12,394	17.21
7	G	12,608	17.51
8	H	12,678	17.61
9	I	12,750	17.71
10	J	12,945	17.98
11	K	13,418	18.64
12	L	14,022	19.48
13	M	16,286	22.62
14	N	17,069	23.71
15	O	17,679	24.55
16-20	P	18,288	25.40
21+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
500 after 9 years  
775 after 12 years  
1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

Assistant Mechanic \$49,372 \*  
Assistant Mechanic \$46,671 \*\*

\* 7 Years of Experience

\*\* 4 Years of Experience



MEDFORD EDUCATION ASSOCIATION  
2009-2010 SALARY GUIDE  
TRANSPORTATION

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Driver</u>	<u>Hourly Rate</u>
1	A	\$ 11,005	\$ 15.28
2	B	11,335	15.74
3	C	11,720	16.28
4	D	12,106	16.81
5	E	12,491	17.35
6	F	12,766	17.73
7	G	12,986	18.04
8	H	13,058	18.14
9	I	13,132	18.24
10	J	13,333	18.52
11	K	13,820	19.19
12	L	14,442	20.06
13	M	16,774	23.30
14	N	17,581	24.42
15	O	18,210	25.29
16-21	P	18,837	26.16
22+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
 500 after 9 years  
 775 after 12 years  
 1,095 after 15 years  
 1,245 after 18 years  
 1,345 after 21 years  
 1,745 after 24 years  
 1,845 after 27 years  
 2,295 after 30 years

Assistant Mechanic \$50,853 \*  
 Assistant Mechanic \$48,071 \*\*

\* 8 Years of Experience

\*\* 5 Years of Experience

MEDFORD EDUCATION ASSOCIATION  
2010-2011 SALARY GUIDE  
TRANSPORTATION

<u>Year of Experience</u>	<u>MEA Step</u>	<u>Driver</u>	<u>Hourly Rate</u>
1	A	\$ 11,332	\$ 15.74
2	B	11,662	16.20
3	C	12,059	16.75
4	D	12,455	17.30
5	E	12,851	17.85
6	F	13,134	18.24
7	G	13,360	18.56
8	H	13,435	18.66
9	I	13,511	18.77
10	J	13,718	19.05
11	K	14,219	19.75
12	L	14,859	20.64
13	M	17,258	23.97
14	N	18,088	25.12
15	O	18,735	26.02
16-22	P	19,380	26.92
23+	Career Increment		

Longevity Increments for Years in Medford:

\$ 250 after 5 years  
500 after 9 years  
775 after 12 years  
1,095 after 15 years  
1,245 after 18 years  
1,345 after 21 years  
1,745 after 24 years  
1,845 after 27 years  
2,295 after 30 years

Assistant Mechanic \$52,320 \*  
Assistant Mechanic \$49,458 \*\*

\* 9 Years of Experience

\*\* 6 Years of Experience

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